

Wisconsin Circuit Court Data Subscription Agreement

Director of State Courts
Consolidated Court Automation Programs

and

_____ (Insert Subscriber Name)

_____ (Date)

I. Purpose

This subscription agreement is made and entered into this _____ day of _____, 200__ by and between the Director of State Courts Office's Consolidated Court Automation Programs (hereinafter referred to as "CCAP") and _____ (hereinafter referred to as "Subscriber") and defines the limited access CCAP will provide to Subscriber to the Wisconsin Circuit Court Access (WCCA) website through the Simple Object Access Protocol (SOAP) interface and Web Service Definition Language (WSDL) using W3C Internet Standards. This access will allow Subscriber the ability to download WCCA data available on the WCCA Web Site (<http://wcca.wicourts.gov/index.xsl>).

Subscriber must create its own applications to download the data and/or to perform queries on the data available through the SOAP interface.

II. Limitations of WCCA and Subscriber's Responsibilities

WCCA provides public access to the records of the Wisconsin circuit courts for counties using CCAP's Case Management system. These records are open to public view under Wisconsin's Open Records law, ss. 19.31-19.39, Wis. Stats. Court records not open to public inspection by statute are not available through the SOAP interface.

WCCA is not the official Judgment and Lien Docket. The official Judgment and Lien Docket is located in each county's Clerk of Circuit Court Office.

The WCCA data available is limited by:

1. Some counties currently use CCAP for selected case types. Portage has data only for Probate cases.
2. Counties that are on CCAP began using it at different times and made independent decisions about the "backloading" of pre-CCAP cases.
3. All the data in the CCAP website is entered in the individual counties where the case files are located.

CCAP provides no warranties as to the accuracy or timeliness of the information contained in records available on WCCA. Subscriber understands that the data downloaded from WCCA provides only a snapshot of CCAP's Case Management System as of the date of the download. The Subscriber is responsible for the accuracy and currency of the data the Subscriber subsequently releases to its clients and/or the public. The Subscriber shall inform its clients and/or the public of the limitations of this data before it is released.

The WCCA website has been created by CCAP for use by the circuit courts of Wisconsin. Subscriber acknowledges that court system use of the website will always be given priority over use under this temporary agreement.

III. Subscription Services

CCAP will provide all subscribers with access to the SOAP interface to download records in the WCCA website within ten working days of receiving the Subscriber's request and payment.

CCAP reserves the right to immediately suspend Subscriber's access to the SOAP interface due to unforeseen technical problems. Once the technical problems are resolved, CCAP will notify Subscriber of the availability of WCCA data through the SOAP interface.

CCAP reserves the right to limit the Subscriber's access to the SOAP interface to off-peak hours (between 5 p.m. to 7 a.m. Central Standard Time Monday through Friday) at CCAP's discretion. CCAP will provide the Subscriber twenty four hours written notice via e-mail that the Subscriber's access to the SOAP interface is restricted only to non-peak hours.

IV. Suspension or Termination of Annual Subscription Agreement

CCAP may suspend or terminate this subscription agreement without cause, upon twenty-one (21)-calendar days written notice to Subscriber.

V. Amendment of this Agreement

This agreement may be amended by mutual agreement of CCAP and Subscriber. It is acknowledged that this agreement is subject to both state and federal law, which are both subject to change. If either applicable state or federal laws change, this agreement will be considered immediately modified in accordance with such change, without notice or written amendment.

If one party believes that such change renders its performance under this agreement illegal, impractical, or impossible, or if the contract no longer meets the party's objectives in

entering into the contract, CCAP and Subscriber agree to negotiate as to the effect of the change upon performance under this subscription agreement.

VI. Payment Provisions and Terms of Agreement

Subscriber must select either annual or one-time subscription. If no selection is made, CCAP will assume an annual subscription.

☐ Subscriber agrees to pre-pay a non-refundable \$5,000 annual subscription fee for annual electronic access to all public records available on WCCA website through the SOAP interface per the terms of this agreement. This agreement is for the period (insert mm/dd/yyyy = first day of next month) through (insert mm/dd/yyyy = last day of current month). This annual agreement shall remain in effect for twelve months or until the parties amend or terminate it under the terms and conditions set forth in **Sections IV and V** of this agreement.

☐ Subscriber agrees to pre-pay a non-refundable \$500 subscription fee for a one-time monthly electronic access to all public records on WCCA through the SOAP interface per the terms of this agreement. Within ten working days of CCAP's receipt of this signed agreement and subscription fee, Subscriber will be authorized access to the SOAP interface per the terms of this agreement.

☐ Subscriber is a government agency. At this time, the subscription fee is waived for government agencies for annual electronic access to all public records available on WCCA website through the SOAP interface per the terms of this agreement. This agreement is for the period (insert mm/dd/yyyy = first day of next month) through (insert mm/dd/yyyy = last day of current month). This annual agreement shall remain in effect for twelve months or until the parties amend or terminate it under the terms and conditions set forth in **Sections IV and V** of this agreement.

Signed subscription agreements and subscription fees must be made payable and remitted to:

Wisconsin Supreme Court
Attn: Brian Lamprech, Fiscal Officer
110 E. Main Street, Suite 430
Madison, WI 53703-3356

VII. Administration

Subscriber should contact Andrea Olson of CCAP at (608) 264-6908 or at WCCASOAP@wicourts.gov for any technical assistance or feedback involving this temporary agreement. Subscriber shall provide CCAP a primary contact person with the Subscriber's organization who will be responsible for administering this agreement (name, phone number and e-mail address).

A. John Voelker Date
Director of State Courts

Subscriber Signature Date

Subscriber Name (please print)

Subscriber Address

Subscriber Telephone Number

Subscriber E-Mail Address